
KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned are the owners of all those certain parcels of real property, situate in Salt Lake County, State of Utah, and described as follows, to-wit:

All of the following lots situate in Jordan Place Subdivision, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, to-wit: Lots 20, 21, 22, Block 6; 1, 2, 3, 4, Block 7; Lots 1 to 22 inclusive, Block 9; Lots 41 to 48 and 10 to 21 inclusive, Block 10; Lots 9 and 10, Block 11; Lots 9 and 10, Block 12; Lots 8 to 19 inclusive and 22 and 23, Block 13; Lots 1 to 16 and 30 to 38 inclusive, Block 14; Lots 21 and 22, and 25 to 39 inclusive, Block 15; and Lots 1 to 44 inclusive, Block 16; and Lots 19 to 31 inclusive, Block 17.

And whereas, it is desired in connection with the development of said property that a general building plan be provided for the benefit and protection of the owners of the respective parcels above described, and to provide for certain use restrictions which shall govern and control the use and enjoyment of said property.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966 at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Now therefore, the undersigned, do hereby covenant and agree that each and all the lots above described shall be owned, enjoyed and held by the respective owners thereof, their heirs and assigns, subject to the following restrictions:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or one two family dwelling, not to exceed one story in height, and a private garage for not more than two cars.

B. All buildings shall be placed on the lots in accordance with restrictions governing structures in the Residential "B-2" District, under the zoning ordinance of Salt Lake City.

C. No structure shall be erected or placed on any lot having an area of less than 5000 square feet, or a width less than 50 feet at the front building set back line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No persons of any race, other than the caucasian shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

F. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than \$1500 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 450 square feet.

H. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

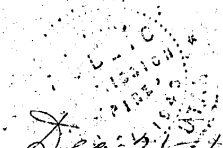
I. No building shall be erected, placed, or altered on any lot above described until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Mr. M. A. Shaw, G. R. Walker, and Bertlett Wicks, or their authorized representative, for conformity and harmony of external design with existing structures in said tract; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee shall act without compensation, and shall serve until January 1, 1945, at which time the then owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who thereafter shall have all the powers subject to the same limitations, as were previously delegated herein to the aforesaid committee.

In witness whereof, the parties hereto have set their hands this 14 day of April, 1941, A. D.

[Handwritten signatures]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 14 day of April, 1941, personally appeared before me M. A. Shaw who being by me duly sworn did say; that he is the President of Wixome, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said M. A. Shaw duly acknowledges to me that said corporation executed the same.



Dec. 31 - 1941.
My commission expires

[Handwritten signature]
Notary Public, Residing at
Salt Lake City, Utah

Recorded at Request of E. B. WICKS CO. MAY 23 1941
at 278 Dep. 2. 90 Cornelia S. Lund, Recorder S. E. County, Utah
BY [Signature] Dep. Book 276 Page 380 Ref: 8-34 8-34 8-34 8-34 8-34
23 21 9 11 17
2 15 10 14 5
Misc. Index #3. 8-16 8-16 8-16 8-16 8-16
186 118 195 145 136
28 41 6431 43 26